

**Carson City
Agenda Report**

Date Submitted: April 10, 2012

Agenda Date Requested: April 19, 2012

Time Requested: Consent

To: Mayor and Supervisors

From: Larry Werner, City Manager

Subject Title: For Possible Action: To ratify the City Manager's signature on, and adopt the Resolution for, an Intrastate Interlocal Contract between State of Nevada acting by and through its Governor's Office of Economic Development and the City of Carson City.

Staff Summary: The Interlocal Agreement provides that Carson City will compile information and provide analysis regarding agriculture based businesses and the Governor's Office of Economic Development will pay Carson City \$70,000.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to ratify the City Manager's signature on, and adopt the Resolution for, an Intrastate Interlocal Contract between State of Nevada acting by and through its Governor's Office of Economic Development and the City of Carson City.

Explanation for Recommended Board Action: See Staff Summary.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: N/A

Explanation of Impact: N/A

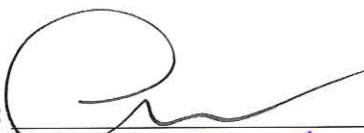
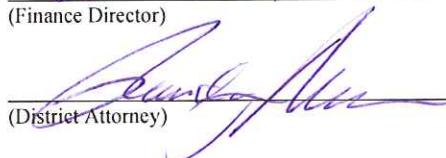
Funding Source: N/A

Alternatives: Do not approve

Supporting Material: Intrastate Interlocal Contract Between Public Agencies and the resolution.

Prepared By: Janet Busse, Office Supervisor

Reviewed By:


(City Manager)
G. Will Albrecht
(Finance Director)

(District Attorney)

Date: 4/10/12

Date: 4/12/12

Date: 4/10/12

Board Action Taken:

Motion: _____

1) _____
2) _____

Aye/Nay

_____ (Vote Recorded By)

RESOLUTION NO. _____

**RESOLUTION TO RATIFY THE CITY MANAGER'S SIGNATURE ON,
AND ADOPTING AND APPROVING, AN INTERLOCAL AGREEMENT
BETWEEN THE STATE OF NEVADA, GOVERNOR'S OFFICE OF
ECONOMIC DEVELOPMENT AND CARSON CITY TO PROVIDE
ANALYSIS REGARDING AGRICULTURE BASED BUSINESSES**

WHEREAS, any two or more public agencies may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.080 to 277.180, inclusive; and

WHEREAS, NRS 277.110 provides that every such agreement must be by formal resolution or ordinance of the governing body of each public agency included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

WHEREAS, the parties to the Interlocal Agreement between the State of Nevada, Governor's Office of Economic Development and Carson City to provide analysis regarding agriculture based businesses, desire to adopt and approve such agreement as required by NRS 277.110. A copy of the agreement is attached to this Resolution as Exhibit "A"; and

WHEREAS, all parties to the Interlocal Agreement between the State of Nevada, Governor's Office of Economic Development and Carson City are public agencies as defined by NRS 277.100; and

NOW, THEREFORE, BE IT RESOLVED that the City Manager's signature is ratified, and the terms and conditions of the Interlocal Agreement between the State of Nevada, Governor's Office of Economic Development and Carson City for providing analysis regarding agriculture based businesses are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Agreement between the State of Nevada, Governor's Office of Economic Development and Carson City providing Carson City analysis on agriculture based businesses shall be spread at large upon the minutes or attached in full thereto as an exhibit.

Upon motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted this _____ day of 2012 by the following vote:

AYES: _____ NAYS: _____

ABSENT: _____ ABSTAIN: _____

Resolution No. _____

Robert L. Crowell, Mayor
Carson City, Nevada

ATTEST: _____
Alan Glover, Clerk -Carson City, Nevada

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Governor's Office of Economic Development
808 W. Nye Lane
Carson City, NV 80703
775-687-9900
and

City of Carson City
108 East Proctor Street
Carson City, NV 89701
775-283-7122

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective upon approval to June 30, 2012, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 15 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.

14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. **GOVERNING LAW; JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

ATTACHMENT OF AA

SCOPE OF WORK

- Survey existing agriculture businesses in the State to rank companies as expanding in their market place or contracting, and create expansion assistance activity plans to support their future development to include workforce development programs through Department of Education Career Tech and NSHE programs.
- Better understand UNR's "Hoop House" program and how to support the implementation across Nevada, connection to markets and the capital acquisition programs through the Farm Service Agencies Family Farm Loan Program.
- Identify and quantify "new crop" opportunities based on demand analysis of current markets contrasted to growing capabilities in the State.
- Compile a directory of "best case" exporters.
- Identify federal programs that would best assist exports with our farm operators and create an outreach strategy to drive acceptance and use.
- Create actionable plan to link producers to exports.
- Survey a sample of existing agriculture businesses in the State to discover common denominator issues (outside of water) with an eye to regulatory challenges and/or policy issues with State government that, if modified, would result in a friendlier business climate and workforce skill gaps.
- Conduct an analysis of current food and dairy processing companies.
- Conduct an analysis of current agriculture businesses that sell to processors out-of-state and the financial impact of freight and other related costs; and the identification of the best-case processors that, if attracted to the State, would reduce operating costs for current businesses, allow expansion of production and form a quantifiable opportunity for relocating business.
- Compile a list of potential processors that would support the existing agriculture strategy in the State through using the Relocation Committee of NNDA.
- Conduct an analysis of the agriculture-related manufacturing sector to identify key companies, growth areas, technology drivers and other relevant data to support the formation of recruitment targets with particular focus on California. Creation of "Opportunity Business Plans" that match up to identified processor targets forming recruitment tools.

ATTACHMENT BB
INSURANCE SCHEDULE

INDEMNIFICATION:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Insurance Requirements for Governmental Parties to an Interlocal Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Interlocal Agreement:

If any part of this Agreement is contracted or subcontracted, City of Carson City shall require its contractor(s) and subcontractor(s) to name the State of Nevada as an additional insured to the same extent that City of Carson City is named as an additional insured as required under the contract.